

BILL NO. S-90-02-13

SPECIAL ORDINANCE NO. S-59-90

AN ORDINANCE approving the awarding of Reference #1412 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and BRAYTON CHEMICALS; ALLEN COUNTY CO-OP ASS'N., INC.; CORY ORCHARD SUPPLY CO. AND TURF SPECIALTIES CORP. for the Park Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1412 between the City of Fort Wayne, by and through its Department of Purchasing and BRAYTON CHEMICALS, ALLEN COUNTY CO-OP ASS'N., INC., CORY ORCHARD SUPPLY CO. AND TURF SPECIALTIES CORP. for the Park Department, respectfully for:


the purchase of chemicals and seed for golf courses and park areas during 1990 for the Park Department;

involving a total cost of Forty-One Thousand Nine Hundred Fifty and 34/100 Dollars (\$41,950.34) - (BRAYTON CHEMICAL- \$16,373.00; ALLEN CO. CO-OP - \$12,879.89; CORY ORCHARD- \$6,813.65; TURF SPEC. - \$5,883.80), all as more particularly set forth in said Reference #1412 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

REF. NO.: 1412
DEPT.: PARK DEPARTMENT
DATE: 2/20/90
ITEM/SERV.: CHEMICALS/SEEDS

PURCHASING INFORMATION

ADVERTISED BID: YES
DATES ADVERTISED: 1/12/90 & 1/19/90
OPENING DATE: 2/1/90

WRITTEN QUOTE:

DUE DATE:

VERBAL QUOTE:

SINGLE SOURCE:

NO. OF VENDORS NOTIFIED: 27

NO. OF VENDORS RECEIVING BID: 11

NO. OF VENDORS RETURNING BID: 5

NO. OF VENDORS DISQUALIFIED: 1

NO. OF VENDORS NOT RESPONDING: 22

DATE SENT TO DEPT FOR RECOMM.: 2/5/90

DATE RECOMMENDATION REC'D IN PURCH: 2/15/90

COUNCIL INFORMATION DATES SENT EXTENSION DATES

DATE INFO SENT TO LAW DEPT.: 2/20/90

INTRODUCTION DATE: 2/27/90

DISCUSSION DATE: 3/6/90

PASSAGE DATE: 3/13/90

ORDINANCE NO.:

AMOUNT APPROVED AND/OR SPENT
LAST YEAR: (IF APPLICABLE)

REFERENCE NO. 1412
CHEMICALS/SEEDS
PARK DEPARTMENT
2/5/90

ITEM	QTY	TURF SPECIALTIES	BRAYTON	ALLEN CO CO-OP	CORY ORCHARD	SANDPOINT
CALA GRAN*	120	\$1.97 \$235.99	\$1.82 \$218.40	N/B	\$2.07	\$248.40 **
CALO CHLOR	3	\$567.00 \$1,701.00	\$537.50 \$1,612.50	N/B	\$0.00	\$616.92 \$1,850.76
DACONIL	21	\$147.00 \$3,087.00	\$147.00 \$3,087.00	\$143.00 \$3,003.00	\$147.00	\$3,087.00
TREXSAN	6	\$130.00 \$780.00	\$138.00 \$828.00	N/B	\$0.00 SEE ALTS	\$0.00
PROXSOL	2	\$144.80 \$289.60	\$144.72 \$289.44	\$152.84 \$305.68	\$144.72	\$289.44
AQUA GROW	30	\$22.00 \$660.00	\$25.60 \$768.00	N/B	\$0.00	\$23.10 \$693.00
BAYLETON	13	\$276.00 \$3,588.00	\$267.50 \$3,477.50	\$293.67 \$3,817.71	\$290.81	\$3,780.53
OFTANOL	60	\$54.35 \$3,261.00	\$53.20 \$3,192.00	\$57.95 \$3,477.00	\$55.83	\$3,349.80
TREXSAN BENT	7	\$22.80 \$159.60	N/B	N/B	\$0.00 SEE ALTS	\$0.00
DURSBAH	2	\$110.00 \$220.00	N/B	\$194.20 \$388.40	\$168.48	\$336.96
VORLAN	2	\$248.20 \$496.40	\$230.40 \$460.80	\$246.39 \$492.78	\$225.60	\$451.20
CLOVER FINE	3	\$39.95 \$119.85	N/B	N/B	\$0.00	\$0.00
CLOVER COURSE	4	\$39.95 \$159.80	N/B	N/B	\$0.00	\$0.00
DUOSAN	4	\$140.00 \$560.00	\$124.20 \$496.80	\$130.44 \$521.76	\$136.96	\$547.84
SUBDUE	6	\$154.90 \$929.40	\$146.00 \$876.00	\$164.68 \$988.08	\$150.18	\$901.08
LIMIT	N/A	N/B	N/B	N/B	\$0.00	\$0.00
RUBIGAN	2	\$210.00 \$420.00	\$210.00 \$420.00	\$221.22 \$442.44	\$209.00	\$418.00
BANNER	N/A	\$194.60 \$0.00	\$194.00 \$0.00	\$202.25 \$0.00	\$215.93	\$0.00
DYRENE	4	\$179.00 \$716.00	\$179.25 \$717.00	\$193.00 \$772.00	\$179.26	\$717.04
PRAHITOL	19	\$19.99 \$379.81	\$79.35 \$1,507.65	\$94.36 \$1,792.84	\$83.40	\$1,584.60
PRINCEP	47	\$34.58 \$1,625.26	\$60.25 \$2,831.75	\$30.50 \$1,433.50	\$31.13	\$1,463.11
BALAN	15	\$18.81 \$282.15	\$14.45 \$216.75	\$14.99 \$224.85	\$19.84	\$297.60
MANZATE	2	\$170.00 \$340.00	\$105.60 \$211.20	\$108.53 \$217.06	\$103.12	\$206.24
TRIUMPH	1	\$700.00 \$700.00	\$700.00 \$700.00	\$728.15 \$741.20	\$741.20	\$741.20
ACCLAIM	2	\$239.00 \$478.00	\$225.00 \$450.00	\$248.47 \$496.94	\$246.09	\$492.18
ROUND UP	111	\$73.65 \$8,175.15	\$72.65 \$8,064.15	\$71.29 \$7,913.19	\$78.26	\$8,686.86
KOBAN	2	\$194.80 \$389.60	\$184.80 \$369.60	N/B	\$0.00 SEE ALTS	\$0.00
BLAZON	5	\$39.00 \$195.00	\$28.50 \$142.50	N/B	\$0.00	\$35.65 \$178.25
DACTHAL	N/A	\$153.15 \$0.00	N/B	\$177.70	\$0.00	\$165.92 \$0.00
PROGRASS	N/A	\$60.25 \$0.00	\$61.65 \$0.00	N/B	\$0.00	\$60.27 \$0.00
MCPD	N/A	\$80.60 \$0.00	\$100.50 \$0.00	\$115.33	\$0.00	\$117.40 \$0.00
SEVIN	4	\$19.71 \$78.84	N/B	N/B	\$0.00 SEE ALTS	\$0.00
SEVIMOL	12	\$98.56 \$1,182.72	\$103.75 \$1,245.00	N/B	\$0.00	\$111.58 \$1,338.96
PRESAN	7	\$32.15 \$225.05	N/B	N/B	\$0.00 SEE ALTS	\$0.00
BANOL	1	\$299.00 \$299.00	\$294.00 \$294.00	\$317.46	\$286.98	\$286.98
GREEN KLEEN	1	\$380.00 \$380.00	N/B	N/B	\$0.00	\$0.00
SPRAY AIDE	1	\$21.85 \$21.85	N/B	N/B	\$0.00	\$20.90
AGRI-PLEX	N/A	\$162.50 \$0.00	N/B	N/B	\$0.00	\$0.00
AGRI-PLEX 4X1	5	\$162.50 \$812.50	N/B	N/B	\$0.00	\$0.00
FUNGO 50	11	\$168.80 \$1,856.80	\$168.00 \$1,848.00	\$540.55 \$5,946.05	SEE ALTS	\$0.00
SURFLAN	20	\$19.09 \$381.80	\$18.00 \$360.00	\$16.30 \$326.00	\$16.51	\$330.20
SULPHUR	N/A	N/B	N/B	N/B	\$0.00	\$25.47 \$0.00
ANTI-FOAM	3.5	\$72.00 \$252.00	N/B	N/B	\$0.00 SEE ALTS	\$0.00
FERRONEC 1 GAL	10	\$6.39 \$63.90	N/B	\$6.23	\$62.30	\$71.32
FERRONEC 55 GAL	1	\$238.70 \$238.70	\$203.50 \$203.50	\$256.08	\$233.20	\$233.20
DEORMANT	20	\$2.90 \$58.00	N/B	N/B	\$0.00	\$5.94 \$118.88
DIAZINON	10	\$29.00 \$290.00	\$22.10 \$221.00	\$28.25	\$27.45	\$274.50
MALATHION	20	\$16.25 \$325.00	\$16.90 \$338.00	\$15.45	\$309.00	\$305.20

PHALTAN	100	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
SEVIN 7-G	1200	\$0.59	\$713.40	\$0.58	\$696.00	N/B	\$0.00	SEE ALTS	\$0.00
SONAR	7	\$242.00	\$1,694.00	\$262.95	\$1,840.65	N/B	\$0.00	\$240.87	\$1,686.09
2-4-D	250	\$10.27	\$2,567.50	\$9.55	\$2,387.50	\$9.62	\$2,405.00	\$11.41	\$2,852.50
PENNCROSS	50	\$7.50	\$375.00	\$7.15	\$357.50	N/B	\$0.00	\$6.90	\$345.00
PENNWAY	N/A	\$6.00	\$0.00	\$5.50	\$0.00	N/B	\$0.00	\$6.20	\$0.00
PENNLINKS	N/A	\$7.95	\$0.00	\$7.30	\$0.00	N/B	\$0.00	\$8.50	\$0.00
SWIFT	100	\$1.17	\$117.00	\$1.24	\$124.00	N/B	\$0.00	\$1.43	\$143.00
SHADY	200	\$1.86	\$372.00	\$1.42	\$284.00	\$1.06	\$212.00	\$2.11	\$422.00
NORTHROP KING	200	\$0.95	\$190.00	\$2.15	\$430.00	N/B	\$0.00	\$0.98	\$196.96
OVERSEEDER	300	\$1.85	\$555.00	\$2.15	\$645.00	N/B	\$0.00	\$2.15	\$645.00
ATHLETIC PRO	N/A	\$1.60	\$0.00	\$2.15	\$0.00	N/B	\$0.00	\$1.84	\$0.00
60-40 ELITE	N/A	\$2.35	\$0.00	N/B	\$0.00	N/B	\$0.00	\$1.81	\$0.00
20-10-20	4000	\$0.64	\$2,560.00	N/B	\$0.00	N/B	\$0.00	\$0.67	\$2,675.20

*CHANGED TO POUNDS

** DISQUALIFIED - DID NOT FILL OUT NON-COLLUSION PROPERLY

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: % IF PAID WITHIN DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Turf Specialties Corp.
STREET ADDRESS 430 W. Cook Road
CITY Fort Wayne PHONE # 489-4360
BY Jon Z. Zully, President
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 1/22/90

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Turf Specialties Corp.
Address: 430 W. Cook Road
City/State: Fort Wayne, IN 46825

4. Telephone Number: 219-489-4360

5. Agent of Bidder (if applicable): Jon F. Fuller Pres

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Jon F. Fuller Pres.
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Turf Specialties Corp.
Bidder (Firm)

Jon F. Fuller Pres.
Signature of Bidder or Agent

Subscribed and sworn to before me this 22nd day of January, 1990.

My Commission Expires: 11/15/91

County of Residence: Allen

Nancy J. Minter
Notary Public

Nancy J. Minter
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

CITY OF FORT WAYNE
BOARD OF PARK COMMISSIONERS
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
3	Cala-Gran (40 lb. bag) 30 lb. bag	\$ 59.00	\$ 177.00
3	Calo-Chlor (25 lb. drum)	\$ 567.00	\$ 1701.00
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	\$ 147.00	\$ 3087.00
6	Trexsan (2 x 2 1/2 gal.)	\$ 130.00	\$ 780.00
2	Proxsol 80 SP by Tuco (12 x 2 lb.)	\$ 144.80	\$ 289.60
30	Aqua Grow (1 gal.) 6X5 gal.	\$ 110.00	\$ 660.00
13	Bayleton (4 x 2.75 lb.)	\$ 276.00	\$ 3588.00
60	Oftanol 5G (40 lb. bag)	\$ 54.35	\$ 3261.00
7	Trexsan Bent (1 gal.)	\$ 22.80	\$ 159.60
2	Dursban 2E (4 x 1 gal.)	\$ 55.00	\$ 220.00
2	Vorlan (6 x 2 lbs.)	\$ 248.20	\$ 496.40
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ 39.95	\$ 119.85
4	Clover Lapping Compound (10 lbs.) Course Grit	\$ 39.95	\$ 159.80
4	Duosan (6 x 2 lb.)	\$ 140.00	\$ 560.00
6	Subdue by CIBA-GEIGY (1 gal.)	\$ 154.90	\$ 929.40
N/A	Limit (1 gal.)	\$ -----	\$ -----
2	Rubigan (2 x 1/2 gal.)	\$ 210.00	\$ 420.00
N/A	Banner (1 gal.)	\$ 194.60	\$ -----
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ 179.00	\$ 716.00
19	Pramitol 25E (5 gal.)	\$ 19.99	\$ 379.81
47	Princep 4 L (2 1/2 gal.)	\$ 34.58	\$ 1625.26
15	Balan (40 lb. bag)	\$ 18.81	\$ 282.15

2	Manzate 200 DF (8 x 6 lb.)	\$ 170.00	\$ 340.00
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ 700.00	\$ 700.00
2	Acclaim (1 gal.)	\$ 239.00	\$ 478.00
111	Round-up (1 gal.)	\$ 73.65	\$ 8175.15
2	Koban 30 (6 x 2 lb.)	\$ 194.80	\$ 389.60
5	Blazon (1 gal.)	\$ 195.00	\$ 195.00
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ 153.15	\$ -----
N/A	Prograss (1 gal.)	\$ 60.25	\$ -----
N/A	MCPD (2 x 2 1/2 gal.) Mecomec 2.5	\$ 80.60	\$ -----
4	Sevin (1 gal.) Sevimol 2X2.5	\$ 98.56	\$ -----
12	Sevimol (2 X 2 1/2 gal.)	\$ 98.56	\$ 1182.72
7	Presan (1 gal.)	\$ 32.15	\$ 225.05
1	Banol (6 x 1 qt.)	\$ 299.00	\$ 299.00
1	Green Kleen - Triple kit	\$ 380.00	\$ 380.00
1	Spray Aide (1 gal.)	\$ 21.85	\$ 21.85
N/A	Agri-Plex	\$ 162.50	\$ -----
5	Agri-Plex (4 x 1 gal.) Fresh 2X2.5	\$ 162.50	\$ 812.50
11	Fungo 50 (6 x 2 lb.)	\$ 168.80	\$ 1856.80
20	Surflan (or Trelan) (1 qt.) Surflan	\$ 19.09	\$ 381.80
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ NB	\$ NB
3 1/2	Anti-Foam by Kalo (12 x 1 qt.) 12X1 pt. Alt. Royalgard Defoamer 12X1 pt.	\$ 72.00 52.00	\$ Full cases only
10	Ferromec (1 gal.)	\$ 6.39	\$ 63.90
1	Ferromec (55 gal. drum)	\$ 4.34	\$ 238.70
20	Deormant - oil scalecide (1 gal.)	\$ 14.50	\$ 58.00
10	Diazinon AG500 (1 gal.) Miller AG500	\$ 29.00	\$ 290.00
20	Malathion 5E (1 gal.)	\$ 16.25	\$ 325.00
100	Phaltan Folpet (1 lb.)	\$ NB	\$ -----

1200	Sevin 7-G Granular (1 lb.) 60-20# bags	\$ 11.89	\$ 713.40
7	Sonar A.S. Aquatic Herbicide (1 qt.)	\$ 242.00	\$ 1694.00
250	2-4-D 4lbs active ingrediant (1 gal.) 55 gal drum	\$ 10.27/gal	\$
50 lbs	Penncross Bent Grass Seed	\$ 7.50	\$ 375.00
N/A	Pennway Bent Grass Seed	\$ 6.00 lb.	\$ -----
N/A	Pennlinks Bent Grass Seed	\$ 7.95 lb.	\$ -----
100 lbs	Swift & Sure Grass Seed	\$ 1.17/ lb.	\$ 117.00
200 lbs	Shady Turf Grass Seed	\$ 1.86 lb.	\$ 372.00
200 lbs	Northrop King 60-40 Grass Seed or equivalent NK Dandy, Delray, Goalie w/Apron	\$.95	\$ 190.00
300 lbs	Overseeder II Grass Seed by Northrop King or equivalent	\$ 1.85	\$ 555.00
N/A	Athletic Pro II Grass Seed	\$ 1.60 lb.	\$ -----
N/A	60-40 Elite Bluegrass NK Premium Sod	\$ 2.35 lb.	\$ -----
4000 lbs	20-10-20 Water Saluable Peat Lite Special Plant Marvel 20-10-20 25# bag	\$ 16.00	\$ 2560.00
TOTAL		\$	\$

Delivery Time after receipt of order: 14 days

FOB: Delivered

If your company has bid an alternate of the chemicals specified, please enclose the description and product information for each item below:

Royalgard Defoamer 12X1 pt. 52.00 case

Bid or
Proposal
Bond

Ohio Farmers Insurance Co.

Westfield Companies
Westfield Center, Ohio 44251

KNOW ALL MEN BY THESE PRESENTS, THAT WE, Turf Specialties Corporation
430 West Cook Road, Fort Wayne, Indiana 46825
as Principal, and the OHIO FARMERS INSURANCE COMPANY, an Ohio corporation, with Principal
Office at Westfield Center, Ohio, as Surety, are held and firmly bound unto
City of Fort Wayne
as Obligee, in the penal sum of Five Percent (5%) of Maximum Bid DOLLARS,
lawful money of the United States of America, for the payment of which, well and truly to be made, we
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

SIGNED this 1st day of February 1990

WHEREAS the said Principal is herewith submitting proposal for Chemicals

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said
Principal shall execute a contract and give bond for the faithful performance thereof, if required, within
..... days after being notified in writing of the award of such contract to Principal, or if the
Principal or Surety shall pay the Obligee the sum, not exceeding the penalty hereof, by which the
amount of the contract entered into in good faith covering the said proposal, properly and lawfully
executed by and between the Obligee and some third party, may exceed the amount bid by Principal,
then this obligation shall be void; otherwise it shall remain in full force and effect.

Turf Specialties Corporation
Principal

By Jon F. Fuller, Pres

OHIO FARMERS INSURANCE COMPANY

By Lois J. Keller
Lois J. Keller, Attorney-in-fact

Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint Harry A. Crawford, Ronald J. Harruff, Leonard B. Koeller, James E. Van Dyck, Harold E. Everett, Duwan F. Tagtmeyer, Jeffrey C. Johnson, Connie S. Overholser, Loretta A. Spring, Suzanne Hopper, Dan M. Van Treese, Lois J. Keller, Murray S. Weber, John F. McNerney, Vicki L. Leininger, Sherry E. Timmons, jointly or severally of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument, executed hereunder shall not exceed FIVE MILLION (\$5,000,000.) DOLLARS-----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957.)

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1970:

BE IT RESOLVED, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 30th day of March A.D., 1989

{ Corporate Seal Affixed }



OHIO FARMERS INSURANCE COMPANY

By John Adornetto Vice President

State of Ohio }
County of Medina } ss.:

On this 30th day of March A.D., 1989, before me personally came John Adornetto Vice President

to me known, who, being by me duly sworn, did depose and say, that he resides in Homerville; that he is of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial Seal Affixed }



William J. Kahelin Notary Public

CERTIFICATE

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

State of Ohio }
County of Medina } ss.:

I, David S. Smith, Jr., Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 1st day of February A.D., 1990



David S. Smith, Jr., Assistant Secretary

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____% IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Brayton Chemicals div. Wilbur-Ellis Co.

STREET ADDRESS 1952 W. Market St.

CITY Nappanee, IN 46550 PHONE # 219-773-7781
800-955-2401

BY 
REPRESENTATIVE SIGNATURE

2	Manzate 200 DF (8 x 6 lb.)	\$ <u>105.60/cs</u>	\$ <u>211.20</u>
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ <u>700.00/cs</u>	\$ <u>700.00</u>
2	Acclaim (1 gal.)	\$ <u>225.00/ga</u>	\$ <u>450.00</u>
111	Round-up (1 gal.)	\$ <u>72.65/ga</u>	\$ <u>8064.15</u>
2	Koban 30 (6 x 2 lb.)	\$ <u>184.80/cs</u>	\$ <u>369.60</u>
5	-Blazon (1 gal.) Turf Mark	\$ <u>28.50/ga</u>	\$ <u>142.50</u>
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ <u>No bid</u>	\$ <u></u>
N/A	Prograss (1 gal.)	\$ <u>61.65/ga</u>	\$ <u>61.65</u>
N/A	MCPP (2 x 2 1/2 gal.)	\$ <u>100.50/cs</u>	\$ <u>100.50</u>
4	Sevin (1 gal.)	\$ <u>No bid</u>	\$ <u></u>
12	Sevimol (2 X 2 1/2 gal.)	\$ <u>103.75/cs</u>	\$ <u>1245.00</u>
7	Presan (1 gal.)	\$ <u>No bid</u>	\$ <u></u>
1	Banol (6 x 1 qt.)	\$ <u>294.00/cs</u>	\$ <u>294.00</u>
1	Green Kleen - Triple kit	\$ <u>No bid</u>	\$ <u></u>
1	Spray Aide (1 gal.)	\$ <u>No bid</u>	\$ <u></u>
N/A	Agri-Plex	\$ <u>No bid</u>	\$ <u></u>
5	Agri-Plex (4 x 1 gal.) Fresh	\$ <u>No bid</u>	\$ <u></u>
11	Fungo 50 (6 x 2 lb.)	\$ <u>168.00/cs</u>	\$ <u>1848.00</u>
20	Surflan (or Treelan) (1 qt.)	\$ <u>18.00/qt</u>	\$ <u>360.00</u>
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ <u>No bid</u>	\$ <u></u>
3 1/2	Anti-Foam by Kalo (12 x 1 qt.)	\$ <u>No bid</u>	\$ <u></u>
10	Ferromec (1 gal.)	\$ <u>No bid</u>	\$ <u></u>
1	Ferromec (55 gal. drum)	\$ <u>203.50/drum</u>	\$ <u>203.50</u>
20	Deormant - oil scalecide (1 gal.)	\$ <u>No bid</u>	\$ <u></u>
10	Diazinon AG500 (1 gal.)	\$ <u>22.10/ga</u>	\$ <u>221.00</u>
20	Malathion 5E (1 gal.)	\$ <u>16.90/ga</u>	\$ <u>338.00</u>
100	Phaltan Folpet (1 lb.)	\$ <u>No bid</u>	\$ <u></u>

1200	5-G Sevin X -G Granular (50 lb) (4 lb.)	\$.58/lb	\$ 696.00
7	Sonar A.S. Aquatic Herbicide (1 qt.)	\$ 262.95/qt	\$ 1840.65
250	2-4-D 4lbs active ingrediant (1 gal.)	\$ 9.55/ga	\$ 2387.50
50 lbs	Pennncross Bent Grass Seed	\$ 7.15/lb	\$ 357.50
N/A	Pennway Bent Grass Seed	\$ 5.50/lb	\$
N/A	Pennlinks Bent Grass Seed	\$ 7.30/lb	\$
100 lbs	Swift & Sure Grass Seed	\$ 1.24/lb	\$ 124.00
200 lbs	Shady Turf Grass Seed	\$ 1.42/lb	\$ 284.00
200 lbs	Northrop King 60-40 Grass Seed or equivalent	\$ 2.15/lb	\$ 430.00
300 lbs	Overseeder II Grass Seed by Northrop King or equivalent	\$ 2.15/lb	\$ 645.00
N/A	Athletic Pro II Grass Seed	\$ 2.15/lb	\$
N/A	60-40 Elite Bluegrass	\$ No bid	\$
4000 lbs	20-10-20 Water Saluable Peat Lite Special	\$ No bid	\$
TOTAL		\$	\$ 42512.74

Delivery Time after receipt of order: 21 days

FOB: Freight prepaid

If your company has bid an alternate of the chemicals specified, please enclose the description and product information for each item below:

Substituting Brayton Turf Renewal for Swift & Sure

Substituting Brayton Shade Premium for Shady Turf

Substituting Brayton Coach's Formula for NK 60-40

Substituting Brayton Coach's Formula for Overseeder II

Substituting Brayton Coach's Formula for Athletic Pro II

CROWN SERIES

TURF RENEWAL FORMULA

	15%	Sophia Kentucky Bluegrass
	15%	Cynthia Kentucky Bluegrass
30%		
	10%	Brenda Perennial Ryegrass
	10%	Mondial Perennial Ryegrass
	10%	Ranger Perennial Ryegrass
30%		
	20%	Ruby Creeping Fescue
	20%	Atlanta Chewings Fescue

With today's concern for environmental conservation, the interseeding or renovation of old or damaged turf makes sense. By introducing modern-day grasses, it is possible to redevelop the vigor and beauty of an older turf area. An improved interseeded or renovated turf offers superior erosion control, better air and water purification potential, as well as an increased pride of ownership of the property.

Thirty percent improved perennial ryegrass cultivars assure rapid, trouble-free establishment along with textural qualities to blend with the other grasses. Vigorous, high-quality Kentucky bluegrass cultivars will soon fill in open spaces to develop a fine-quality turf. Advanced creeping red fescue and chewings fescue cultivars are included to handle compacted sites, shady locations, and other stress-related problems plus weed control.

This formulation is primarily for customers who specialize in the renovation and reseeding markets. Fast establishment will assure fulfillment of contracts.

Seeding rate: Renovation 100-15 lbs. per acre.

Interseeding 60-100 lbs. per acre.

(Note: 30% perennial ryegrass)

CITY OF FORT WAYNE
BOARD OF PARK COMMISSIONERS
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
	30 lb. bag		
3	Cala-Gran (40 lb. bag)	\$ 54.60/bag	\$ 163.80
3	Calo-Chlor (25 lb. drum)	\$ 537.50/drum	\$ 1612.50
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	147.00/cs \$	3087.00 \$
6	Trexsan (2 x 2 1/2 gal.)	\$ 138.00/cs	\$ 828.00
2	Proxsol 80 SP by Tucco (12 x 2 lb.)	\$ 144.72/cs	\$ 289.44
30	Aqua Grow (1 gal.)	\$ 25.60/ga	\$ 768.00
13	Bayleton (4 x 2.75 lb.)	\$ 267.50/cs	\$ 3477.50
60	Oftanol 5G (40 lb. bag)	\$ 53.20/bag	\$ 3192.00
7	Trexsan Bent (1 gal.)	\$ No bid	\$
2	Dursban 2E (4 x 1 gal.)	\$ No bid	\$
2	Vorlan (6 x 2 lbs.)	\$ 230.40/cs	\$ 460.80
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ No bid	\$
4	Clover Lapping Compound (10 lbs.) Course Grit	No bid \$	\$
4	Duosan (6 x 2 lb.)	\$ 124.20/cs	\$ 496.80
6	Subdue by CIBA-GEIGY (1 gal.)	\$ 146.00/ga	\$ 876.00
N/A	Limit (1 gal.)	\$ No bid	\$
2	Rubigan (2 x 1/2 gal.)	\$ 210.00/case	\$ 420.00
N/A	Banner (1 gal.)	\$ 194.00/ga	\$ 194.00
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ 179.25/cs	\$ 717.00
19	Pramitol 25E (5 gal.)	\$ 79.35/5 ga	\$ 1507.65
47	Princep 4 L (2 1/2 gal.)	\$ 60.25/2 1/2 ga	\$ 2831.75
15	Balan (40 lb. bag)	\$ 14.45/bag	\$ 216.75

CROWN SERIES

SHADE PREMIUM FORMULA

	15%	Asset Kentucky Bluegrass
	15%	Glade Kentucky Bluegrass
30%		
	10%	Nova or Mondial Perennial Ryegrass
10%		
	20%	Ruby Creeping Fescue
	20%	Scarlet Chewings Fescue
	20%	Silvana Hard Fescue
60%		

This formula has been developed for use where shade keeps turf under stress. Properly managed, it will provide green cover as long as there is a sprinkling of light penetrating the tree canopy.

Creeping red fescue, chewings fescue, and hard fescue are the backbone of this formulation. The varieties selected are noted for their ability to withstand the stress of shade conditions. Creeping red fescue provides transition from shade to sun. Hard fescue does especially well where tree roots are near the surface and where moisture and fertility are limited. These Kentucky bluegrasses offer resistance to the primary shade induced diseases. Ten percent improved perennial ryegrass is included to aid establishment and provide extra cultivars are establishing.

Use beneath trees and on the north side of buildings. Can be grown in the sun if desired.

Seeding rate:	Interseeding	1.25-1.75 lbs. per 1,000 sq. ft.
	New and renovated turf	2.5-3.0 lbs. per 1,000 sq. ft.

CROWN SERIES

COACH'S FORMULA FOR SPORTS AND ATHLETIC FIELDS

20%	Sophia Kentucky Bluegrass
20%	Asset Kentucky Bluegrass
20%	Cynthia Kentucky Bluegrass
60%	

20% Brenda Perennial Ryegrass
20% Mondial Perennial Ryegrass

40%

Compaction and divots plague all turf managers. One of the best ways to maintain a safe and attractive turf is to maintain a consistent turf cultivation and interseeding program. This formulation has been developed with the turf superintendents' requirements in mind. These grasses will establish fast on both new and interseeded turf areas. The grasses selected will not divot easily and will take considerable wear and tear. Tough, fine-textured perennial ryegrass is the base for traffic tolerance and establishment speed. Premium Kentucky bluegrass cultivars are used to provide density to the turf and to reduce bodily contact with the soil surface.

Recommended for new construction, interseeding athletic fields while in play, and for renovation after the season. Use on football, soccer, baseball, general use sports fields, and golf course fairways. Also suggested for high traffic areas around shopping centers, picnic areas, and parks.

Seeding rate: New construction 120-150 lbs. per acre or
2.75-3.5 lbs.
per 1,000 sq. ft.

Interseeding 1-3 lbs. per 1,000 sq. ft.

Hand interseed divots by mixing with sand or other carrier.

(Note: 40% ryegrass)

TO WHOM IT MAY CONCERN:

RE: BID 1412, 2/01/90, 11:00 a.m.

PLEASE BE ADVISED THAT THE EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION PROGRAM IS BEING COMPLETED BY OUR COMPLIANCE OFFER AT OUR CORPORATE OFFICE AND WILL BE SENT TO YOU UNDER SEPARATE COVER OF THIS BID.


Craig Filley

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: Jan. 26, 1990

1. Governmental Unit: Parks & Golf

2. County: Allen Co.

3. Bidder (Firm): Brayton Chem. div. Wilbur-Ellis Co.
Address: 1952 W. Market St.
City/State: Nappanee, IN 46550

4. Telephone Number: 219-773-7781 (800-955-2401)

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Ching Willey
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
SEE ATTACHED LISTING					

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Elkhart) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Brayton Chemicals div. Wilbur-Ellis
Bidder (Firm)

Ching Willey
Signature of Bidder or Agent

Subscribed and sworn to before me this 26th day of January, 1990.

My Commission Expires: 3-01-91

County of Residence: Marshall

Joan M. Bremer
Notary Public

Joan M. Bremer
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: _____

Date: _____

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

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SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: N/A % IF PAID WITHIN N/A DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME ALLEN COUNTY CO-OP ASS'N, INC.

STREET ADDRESS 440 Mourey Street

CITY NEW HAVEN, IN 46774 PHONE # 219-749-5139

BY James M. McKinley Treas.
REPRESENTATIVE SIGNATURE

CITY OF FORT WAYNE
BOARD OF PARK COMMISSIONERS
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
3	Cala-Gran (40 lb. bag)	\$ N/B	\$ N/B
3	Calo-Chlor (25 lb. drum)	\$ N/B	\$ N/B
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	143.00/cs \$	3003.00 \$
6	Trexsan (2 x 2 1/2 gal.)	\$ N/B	\$ N/B
2	Proxsol 80 SP by Tuco (12 x 2 lb.)	\$ 152.84/cs	\$ 305.68
30	Aqua Grow (1 gal.)	\$ N/B	\$ n/B
13	Bayleton (4 x 2.75 lb.)	\$ 293.67/cs	\$ 3817.71
60	Oftanol 5G (40 lb. bag)	\$ 57.95/Bag	\$ 3477.00
7	Trexsan Bent (1 gal.)	\$ N/B	\$ N/B
2	Dursban 2E (4 x 1 gal.)	\$ 48.55/gal	\$ 388.40
2	Vorlan (6 x 2 lbs.)	\$ 246.39/cs	\$ 492.78
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ N/B	\$ N/B
4	Clover Lapping Compound (10 lbs.) Course Grit	\$ N/B	\$ N/B
4	Duosan (6 x 2 lb.) <i>SUBSTITUTE 4X3LB</i>	\$ 130.44/cs	\$ 521.76
6	Subdue by CIBA-GEIGY (1 gal.)	\$ 164.68/gal	\$ 988.08
N/A	Limit (1 gal.)	\$ N/B	\$ N/B
2	Rubigan (2 x 1/2 gal.)	\$ 221.22/cs	\$ 442.44
N/A	Banner (1 gal.)	\$ 202.25/gal	\$ --
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ 193.00	\$ 772.00
19	Pramitol 25E (5 gal.)	\$ 94.36	\$ 1792.84
47	Princep 4 L (2 1/2 gal.)	\$ 30.50	\$ 1433.50
15	Balan (40 lb. bag)	\$ 14.99	\$ 224.85

2	Manzate 200 DF (8 x 6 lb.)	\$ <u>108.53</u>	\$ <u>217.06</u>
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ <u>728.15</u>	\$ <u>728.15</u>
2	Acclaim (1 gal.)	\$ <u>248.47/gal</u>	\$ <u>496.94</u>
111	Round-up (1 gal.)	\$ <u>71.29</u>	\$ <u>7913.19</u>
2	Koban 30 (6 x 2 lb.)	\$ <u>N/B</u>	\$ <u>N/B</u>
5	Blazon (1 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ <u>177.70/cs</u>	\$ <u>--</u>
N/A	Prograss (1 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
N/A	MCPP (2 x 2 1/2 gal.)	\$ <u>115.33/cs</u>	\$ <u>--</u>
4	Sevin (1 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
12	Sevimol (2 X 2 1/2 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
7	Presan (1 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
1	Banol (6 x 1 qt.)	\$ <u>317.46/cs</u>	\$ <u>317.46</u>
1	Green Kleen - Triple kit	\$ <u>N/B</u>	\$ <u>N/B</u>
1	Spray Aide (1 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
N/A	Agri-Plex	\$ <u>N/B</u>	\$ <u>N/B</u>
5	Agri-Plex (4 x 1 gal.) Fresh	\$ <u>N/B</u>	\$ <u>N/B</u>
11	Fungo 50 (6 x 2 lb.)	\$ <u>540.55/cs</u>	\$ <u>5946.05</u>
20	Surflan (or Treelan) (1 qt.)	\$ <u>16.30/qt</u>	\$ <u>326.00</u>
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
3 1/2	Anti-Foam by Kalo (12 x 1 qt.)	\$ <u>N/B</u>	\$ <u>N/B</u>
10	Ferromec (1 gal.)	\$ <u>6.23/gal</u>	\$ <u>62.30</u>
1	Ferromec (55 gal. drum)	\$ <u>256.08/55gal</u>	\$ <u>256.08</u>
20	Deormant - oil scalecide (1 gal.)	\$ <u>N/B</u>	\$ <u>N/B</u>
10	Diazinon AG500 (1 gal.)	\$ <u>28.25/gal</u>	\$ <u>282.50</u>
20	Malathion 5E (1 gal.)	\$ <u>15.45/gal</u>	\$ <u>309.00</u>
100	Phaltan Folpet (1 lb.)	\$ <u>N/B</u>	\$ <u>N/B</u>

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: January 31, 1990

1. Governmental Unit: City of Fort Wayne

2. County: Allen

3. Bidder (Firm): Allen County Co-op Ass'n Inc

Address: 440 Mourey St

City/State: New Haven, In 46774

4. Telephone Number: 219 749-5139

5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers bid(s) to City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

James M. McKinley Treas.
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
Chemical & Seeds for Parks & Golf Courses			See attached proposal Sheets 1, 2, & 3		

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
) COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

ALLEN COUNTY CO-OP ASS'N, INC
Bidder (Firm)

James M. McKinley Treas.
Signature of Bidder or Agent

Subscribed and sworn to before me this 1st day of Feb, 19 90.

My Commission Expires: 4-13-93

County of Residence: Allen

Phyllis Lampe
Notary Public

Phyllis Lampe
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

OVER →

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

THAT Allen County Cooperative Association, Inc.

of New Haven, Indiana

as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

The City of Ft. Wayne Board of Park Commissioners

as Oblige, in the full and just sum of --One Thousand Eight Hundred Fifty-Six Dollars and 58/100
Cents-----(\$1,856.58)----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal to furnish the golf course and park with chemicals and seeds for the calender year of 1990.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered..... February 1, 1990
(Date)

Allen County
Cooperative Association, Inc. (SEAL)

[Signature]

[Signature] (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

[Signature]
Bonita A. Freed Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 94661

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **William G. Willard, III, F. Allen Distler, Ralph E. Gough, Richard P. Small, Michael E. Burns, Stephen G. Pritchard, Bonita A. Freed and John E. Sullivan**

of the City of **Indianapolis**, State of **Indiana**,
its true and lawful attorney **S** in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXX~~ anyone of the said **William G. Willard, III** and the said **F. Allen Distler** and the said **Ralph E. Gough** and the said **Richard P. Small** and the said **Michael E. Burns** and the said **Stephen G. Pritchard** and the said **Bonita A. Freed** and the said **John E. Sullivan**

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **22nd** day of **July**, A. D. 19 **83**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **A. Nord Bjorke**
By.....
Vice-President.

(SEAL) **Robert G. Bruce**

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Indiana }
COUNTY OR CITY OF Marion } ss:

came
NTY
th of

Before me, a Notary Public, personally came Bonita A. Freed
known to me, and known to be the Attorney-in-Fact of United States Fidelity and Guaranty Company, a Maryland Corporation, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said United States Fidelity and Guaranty Company were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of United States Fidelity and Guaranty Company.

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Given under my hand and seal this 1st day of February, 1990

Charlotte Ann Bray
Notary Public.

My Commission expires CHARLOTTE ANN BRAY

Jud. 876 (9-57)

My commission expires **March 17, 1990**

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acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this **22nd** day of **July**, A. D. 19 **83**

(SEAL)

(Signed)

Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 2-1-90 @ 11:00 AM BID REFERENCE # 1412

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR CHEMICALS & SEEDS FOR PARKS & GOLF COURSES PER SPECIFICATIONS FOR 1990

AND REQUESTED BY PARK DEPT

THIS BID REQUIRES A XXXXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 1 %
IF PAID WITHIN 20 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME CORY ORCHARD SUPPLY CO.

STREET ADDRESS 425 S. SENATE AVE

CITY INDIANAPOLIS 46225 PHONE # 317-634-7963

BY Thomas J. Henderson
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 2/1/90

1. Governmental Unit: CITY OF FT. WAYNE

2. County: ALLEN

3. Bidder (Firm): CORY ORCHARD SUPPLY CO.
Address: 425 S. SENATE AVE.
City/State: INDIANAPOLIS, IN 46225

4. Telephone Number: 317-634-7963

5. Agent of Bidder (if applicable):

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT. WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Thomas J. Vondersaar
Signature of Bidder or Agent
THOMAS J. VONDERSAAR

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
SEE ATTACHED					

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
MARION) SS:
COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

CORY ORCHARD SUPPLY CO.
Bidder (Firm)

Thomas J. Vondersaar
Signature of Bidder or Agent

Subscribed and sworn to before me this 1 day of FEBRUARY, 1990.

My Commission Expires: APRIL 12, 1992

County of Residence: MARION

Kathleen A. Shank
Notary Public

KATHLEEN A. SHANK
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unbudgeted appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

CITY OF FORT WAYNE
BOARD OF PARK COMMISSIONERS
1990 REQUEST FOR PRICE BIDS ON GOLF COURSE
AND PARK CHEMICALS & SEEDS

SUGGESTED QUANTITY	ITEM DESCRIPTION	PRICE/UNIT	TOTAL PRICE
3	Cala-Gran (40 lb. bag)	\$ <u>62.15/30#</u>	\$ <u>186.45</u>
3	Calo-Chlor (25 lb. drum)	\$ <u>616.92/25#</u>	\$ <u>1,850.76</u>
21	Daconil 2787 Liquid Flowable (2 x 2 1/2 gal.)	\$ <u>147.00/case</u>	\$ <u>3,087.00</u>
6	Trexsan (2 x 2 1/2 gal.)	\$ <u>SEE ALTERNATES</u>	\$ <u>#1</u>
2	Proxsol 80 SP by Tuco (12 x 2 lb.)	\$ <u>144.72/case</u>	\$ <u>289.44</u>
30	Aqua Grow (1 gal.)	\$ <u>23.10/gal</u>	\$ <u>693.00</u>
13	Bayleton (4 x 2.75 lb.)	\$ <u>290.81/case</u>	\$ <u>3,780.53</u>
60	Oftanol 5G (40 lb. bag)	\$ <u>55.83/40# bag</u>	\$ <u>3,349.80</u>
7	Trexsan Bent (1 gal.)	\$ <u>SEE ALTERNATE</u>	\$ <u>#2</u>
2	Dursban 2E (4 x 1 gal.)	\$ <u>168.48/case</u>	\$ <u>336.96</u>
2	Vorlan (6 x 2 lbs.)	\$ <u>225.60/case</u>	\$ <u>451.20</u>
3	Clover Lapping Compound (10 lbs.) Fine Grit	\$ <u>NO BID</u>	\$ <u></u>
4	Clover Lapping Compound (10 lbs.) Course Grit	\$ <u>NO BID</u>	\$ <u></u>
4	Duosan (6 x 2 lb.)	\$ <u>136.96/case</u>	\$ <u>547.84</u>
6	Subdue by CIBA-GEIGY (1 gal.)	\$ <u>150.18/gal</u>	\$ <u>901.08</u>
N/A	Limit (1 gal.) NOT AVAILABLE	\$ <u>NO BID</u>	\$ <u></u>
2	Rubigan (2 x 1/2 gal.)	\$ <u>209.00/case</u>	\$ <u>418.00</u>
N/A	Banner (1 gal.)	\$ <u>215.93/gal</u>	\$ <u>215.93</u>
4	Dyrene 4 (2 x 2 1/2 gal.)	\$ <u>179.26/case</u>	\$ <u>717.00</u>
19	Pramitol 25E (5 gal.)	\$ <u>83.40/5gal</u>	\$ <u>1,584.60</u>
47	Princep 4 L (2 1/2 gal.)	\$ <u>31.13/2.5 gal</u>	\$ <u>1,463.11</u>
15	Balan (40 lb. bag)	\$ <u>19.84/40 # bag</u>	\$ <u>297.60</u>

2	Manzate 200 DF (8 x 6 lb.)	\$ <u>103.12/case</u>	\$ <u>206.24</u>
1	Triumph Flowable (2 X 2 1/2 gal.)	\$ <u>741.20/case</u>	\$ <u>741.20</u>
2	Acclaim (1 gal.)	\$ <u>246.09 /CASE</u>	\$ <u>492.18</u>
111	Round-up (1 gal.)	\$ <u>78.26/gal</u>	\$ <u>8,686.86</u>
2	Koban 30 (6 x 2 lb.)	\$ <u>SEE ALTERNATES#3</u>	
5	Blazon (1 gal.)	\$ <u>89.13/2,5 gal</u>	\$ <u>178.26</u>
N/A	Dacthal Flowable (2 x 2 1/2 gal.)	\$ <u>165.92/case</u> <u>60.27/gal</u>	\$ <u>165.92</u> <u>60.27</u>
N/A	Prograss (1 gal.)	\$ _____	\$ _____
N/A	MCPD (2 x 2 1/2 gal.)	\$ <u>117.40/case</u>	\$ <u>117.40</u>
4	Sevin (1 gal.)	\$ <u>SEE ALTERNATES#4</u>	
12	Sevimol (2 X 2 1/2 gal.)	\$ <u>111.58/case</u>	\$ <u>1,338.96</u>
7	Presan (1 gal.)	\$ <u>SEE ALTERNATES#5</u>	
1	Banol (6 x 1 qt.)	\$ <u>47.83/qt</u>	\$ <u>286.98</u>
1	Green Kleen - Triple kit	\$ <u>NO BID</u>	\$ _____
1	Spray Aide (1 gal.)	\$ <u>20.90/gal</u>	\$ <u>20.90</u>
N/A	Agri-Plex	\$ <u>NO BID</u>	\$ _____
5	Agri-Plex (4 x 1 gal.) Fresh	\$ <u>NO BID</u>	\$ _____
11	Fungo 50 (6 x 2 lb.)	\$ <u>SEE ALTERNATES#6</u> <u>16.51/qt</u>	\$ <u>330.20</u>
20	Surflan (or Treelan) (1 qt.)	\$ _____	\$ _____
N/A	Sulphur Flowable (2 x 2 1/2 gal.)	\$ <u>25.47/2.5gal</u>	\$ <u>25.47</u>
3 1/2	Anti-Foam by Kalo (12 x 1 qt.)	\$ <u>SEE ALTERNATES#7</u>	
10	Ferromec (1 gal.)	\$ <u>17.83/2.5 ga</u>	\$ <u>71.32</u>
1	Ferromec (55 gal. drum)	\$ <u>233.20/55gal</u>	\$ <u>233.20</u>
20	Deormant - oil scalecide (1 gal.)	\$ <u>14.86/2.5gal</u>	\$ <u>118.88</u>
10	Diazinon AG500 (1 gal.)	\$ <u>27.45/gal</u>	\$ <u>274.50</u>
20	Malathion 5E (1 gal.)	\$ <u>15.26/gal</u>	\$ <u>305.20</u>
100	Phaltan Folpet (1 lb.)	\$ <u>NOT AVAIL</u>	\$ <u>NO BID</u>

1200	Sevin 7-G Granular (1 lb.)	\$ <u>SEE ALTERNATE</u>	\$ <u>#8</u>
7	Sonar A.S. Aquatic Herbicide (1 qt.)	\$ <u>240.87/20#</u>	\$ <u>1,686.09</u>
250	2-4-D 4lbs active ingrediant (1 gal.)	\$ <u>11.41/gal</u>	\$ <u>2,852.50</u>
50 lbs	Penncross Bent Grass Seed	\$ <u>6.9/lb</u>	\$ <u>345.00</u>
N/A	Pennway Bent Grass Seed ^{sold by} 25lb bag only	\$ <u>6.20/lb</u>	\$ <u></u>
N/A	Pennlinks Bent Grass Seed ^{sold by 25} lb bag only	\$ <u>8.50/lb</u>	\$ <u></u>
100 lbs	Swift & Sure Grass Seed	\$ <u>71.50/50#</u>	\$ <u>422.00</u>
200 lbs	Shady Turf Grass Seed	\$ <u>105.50/50#</u>	\$ <u>422.00</u>
200 lbs	Northrop King 60-40 Grass Seed or equivalent	\$ <u>49.24/50#</u>	\$ <u>196.96</u>
300 lbs	Overseeder II Grass Seed by Northrop King or equivalent	\$ <u>107.50/50#</u>	\$ <u>645.00</u>
N/A	Athletic Pro II Grass Seed	\$ <u>92.00/50#</u>	\$ <u>92.50</u>
N/A	60-40 Elite Bluegrass	\$ <u>90.50/50#</u>	\$ <u>90.50</u>
4000 lbs	20-10-20 Water Saluable Peat Lite Special	\$ <u>16.72/25#</u>	\$ <u>2,675.20</u>
TOTAL		\$ <u></u>	\$ <u></u>

Delivery Time after receipt of order: 3 weeks or sooner after acceptance

FOB: Destination, Fort Wayne

If your company has bid an alternate of the chemicals specified, please enclose the description and product information for each item below:

		price/unit	Total Price
Alternate #1:	6 cases Trimec Classic (2x2.5 gal)	\$ 82.03/case	\$ 492.18
Alt # 2 :	7 gal Trimec Bentgrass (1 gal)	\$ 20.76/gal	\$ 145.32
Alt # 3 :	2 cases Terra-zole 35 WP (6x2#)	\$ 194.40/case	\$ 388.80
Alt # 4 :	1 case Sevin SL (2x2.5 gal)	\$ 91.00/case	\$ 91.00
Alt # 5 :	3 each Bensulmec (2.5 gal)	\$ 70.83/2.5 gal	\$ 212.49
Alt # 6 :	66 Bags Thompson M (2 2# bag)	\$ 21.30/bag	\$ 1,405.80
Alt # 7 :	3.5 cases Miller's Foam Fighter (12x1 qt)	\$ 6.65/qt	\$ 279.30
Alt # 8 :	24 bags Sevin 5G (50# bag)	\$ 25.50/bag	\$ 612.00



FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, CORY ORCHARD SUPPLY COMPANY, A DIVISION OF
CHEMI TROL CHEMICAL COMPANY
as Principal, hereinafter called the Principal, and THE AMERICAN INSURANCE COMPANY

a corporation duly organized under the laws of the State of NEW JERSEY
as Surety, hereinafter called the Surety, are held and firmly bound unto

DEPARTMENT OF PURCHASING, CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA

as Oblige, hereinafter called the Oblige, in the sum of

Dollars (\$

FIVE PERCENT OF ACCOMPANYING BID

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

PROVIDING CHEMICALS AND SEEDS FOR PARKS AND GOLF COURSES, BID REF. #1412

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

1ST

day of

FEBRUARY

A.D. 1990

John Roeser
(Witness)

CORY ORCHARD SUPPLY COMPANY, A DIVISION
OF CHEMI TROL CHEMICAL COMPANY

(Principal) (Seal)

BY: *[Signature]*

Title

Larry L. Bahr
(Witness)

THE AMERICAN INSURANCE COMPANY

(Surety)

(Seal)

BY: *[Signature]*

NICK J. RUTIGLIANO

Attorney in fact

THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its principal office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

-----NICK J. RUTIGLIANO-----

INDIANAPOLIS, IN

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY now in full force and effect.

"Article VIII, Appointment and Authority Assistant secretaries, and Attorney-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President.

and its corporate seal to be hereunto affixed this 29th day of April, 19 85.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

THE AMERICAN INSURANCE COMPANY

By Richard Williams
Vice-President

On this 29th day of April, 19 85, before me personally came Richard Williams, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



STATE OF CALIFORNIA
COUNTY OF MARIN

} ss.

Susie K. Gilbert
Notary Public

CERTIFICATE

I, the undersigned, Resident Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the County of Marin. Dated the 1ST day of FEBRUARY, 1990.



Loretta E. Anstey
Resident Assistant Secretary

Read the first time in full and on motion by Henry, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on 2-27-90, the 27 day of February, 1990, at 10 o'clock AM, E.S.T.

DATED: 2-27-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Henry, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>9</u>			
BRADBURY	<u>✓</u>			
BURNS	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA	<u>✓</u>			
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
REDD	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 3-13-90

Nancy E. Esch
SANDRA E. KENNEDY, CITY CLERK
Deputy

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 59-90 on the 13th day of March, 1990,

ATTEST
Nancy E. Esch
SANDRA E. KENNEDY, CITY CLERK
Deputy

SEAL
Charles S. Reed
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of March, 1990 at the hour of 11:30 o'clock AM, E.S.T.

Nancy E. Esch
SANDRA E. KENNEDY, CITY CLERK
Deputy

Approved and signed by me this 23rd day of March, 1990, at the hour of 5:00 o'clock PM, E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST SHEET

TITLE OF ORDINANCE: Special

S-90-02-13

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1412 for chemicals and seed for golf courses and park areas for the Park Department for 1990. The costs reflect the lowest and most responsive of five (5) vendors.

EFFECT OF PASSAGE: Chemicals to maintain turf and greens on McMillen, Foster and Shoaff Golf Courses and Park areas.

EFFECT OF NON-PASSAGE: Quality of golf courses turf and greens and park areas cannot be maintained to acceptable standards and loss of revenue will be incurred.

MONIES INVOLVED:	Brayton Chem.	\$16,373.00
	Turf Spec.	\$5,883.80
	Cory Orchard	\$6,813.65
	Allen Co. Co-op	\$12,879.89

PRICE AGREEMENT:

PURCHASE ORDER: Yes

SOURCE OF FUNDING:	Park Dept	121-121-R211-4245
		121-121-R212-4245
		121-121-R213-4245
		121-121-P280-4245
		121-121-P230-4245
		121-121-P260-4245

PRIOR APPROVAL:
(IF APPLICABLE)

DATE:

BILL NO. S-90-02-13

REPORT OF THE COMMITTEE ON FINANCE

THOMAS C. HENRY, CHAIRMAN
DONALD J. SCHMIDT, VICE CHAIRMAN
BRADBURY, BURNS, GIAQUINTA

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #1412 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and BRAYTON CHEMICALS:
ALLEN COUNTY CO-OP ASS'N., INC.; CORY ORCHARD SUPPLY CO. AND
TURF SPECIALTIES CORP. for the Park Department

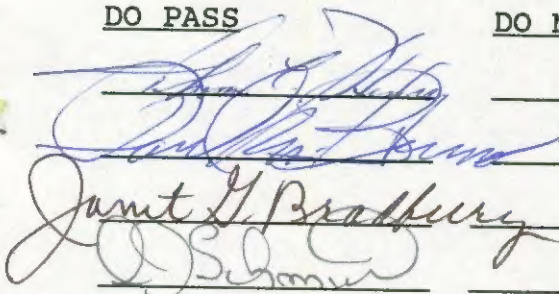
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

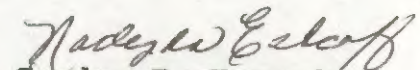
ABSTAIN

NO REC

DATED:

3-13-90.


Sandra E. Kennedy
City Clerk
